

GIS REGISTRY INFORMATION

SITE NAME: ALGOMA AUTO WORKS/RYAN
 BRRTS #: 03-31-000491 FID # (if appropriate):
 COMMERCE # (if appropriate): 54201-1147-00
 CLOSURE DATE: 08/29/2003
 STREET ADDRESS: 100 N. WATER STREET
 CITY: ALGOMA

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 723628 Y= 462900

CONTAMINATED MEDIA: Groundwater ☒ Soil ☐ Both ☐

OFF-SOURCE GW CONTAMINATION >ES: ☒ Yes ☐ No

IF YES, STREET ADDRESS 1: 70 CHURCH STREET

GPS COORDINATES (meters in WTM91 projection): X= 723625 Y= 462865

OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL): ☐ Yes ☒ No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection): X= Y=

CONTAMINATION IN RIGHT OF WAY: ☐ Yes ☒ No

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued

Copy of most recent deed, including legal description, for all affected properties

Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties
 County Parcel ID number, if used for county, for all affected properties

Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.

Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)

Tables of Latest Soil Analytical Results (no shading or cross-hatching)

Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.

GW: Table of water level elevations, with sampling dates, and free product noted if present

GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)

SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour

Geologic cross-sections, if required for SI. (8.5x14" if paper copy)

RP certified statement that legal descriptions are complete and accurate

Copies of off-source notification letters (if applicable)

Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)

Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure

X
X
X
X
X
X
X
X
NA
X
X
NA
NA
X
X
NA
NA



ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
2129 Jackson Street
Oshkosh, Wisconsin 54901-1805
TDD #: (608) 264-8777
Fax #: (920) 424-0217
<http://www.commerce.state.wi.us>
<http://www.wisconsin.gov>
Jim Doyle, Governor
Cory L. Nettles, Secretary

September 12, 2003

Santiago Dearmas
1725 N. Ridgeway Avenue
Chicago, IL 60647

RE: **Final Closure**

Commerce # 54201-1147-00 **WDNR BRRTS # 03-31-000491**
Algoma Auto Works/Ryan, 100 N. Water Street, Algoma

Dear Mr. Dearmas:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable State and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 424-0046.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert H. Klauk'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert H. Klauk, PG
Hydrogeologist
Site Review Section

cc: Peter Pavalko - PEP Environmental Services, LLC
Case File



August 29, 2003

Mr. Santiago Dearmas
1725 N. Ridgeway Avenue
Chicago, IL 60647

RE: **Conditional Case Closure**

Commerce # 54201-1147-00 **WDNR BRRTS # 03-31-000491**
Algoma Auto Works, 100 N. Water Street, Algoma

Dear Mr. Dearmas:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by PEP Environmental Services, LLC for the site referenced above. It is understood that residual groundwater contamination remains on-site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

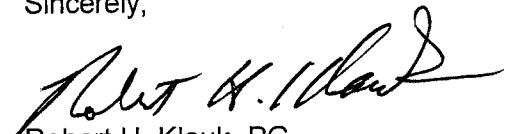
The following condition must be satisfied to obtain final closure:

- Documentation of abandonment (WDNR Abandonment Form 3300-5B) of monitoring wells MW-1, ~~MW-2~~ ^{RWC} MW-3-R and MW-4 through MW-6 and sumps 1 and 2.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (920) 424-0046.

Sincerely,


Robert H. Klauk, PG
Hydrogeologist
Site Review Section

cc: Pete Palvalko - PEP Environmental Services, LLC
Case File

391530

FINAL JUDGMENT



R44: 357 1

VOL 441

PAGE 357

Document Number

Document Title

RCPT* 10521, STN 1

\$17.00 RECORD

RECEIVED FOR RECORD

31 JUL 2003 8:07:05 AM

MARILYN G. MUELLER

REGISTER OF DEEDS
KEWAUNEE COUNTY, WIS.

Recording Area

Name and Return Address

Abts Law Office
P.O. Box 320
Luxemburg, WI 5421731 201 SW-NW26 41.1 and
31 201 GL3-26 6

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

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STATE OF WISCONSINCIRCUIT COURTKEWAUNEE COUNTY

MERLIN A. HILL
N8679 Carnot Road
Algoma, WI 54201,

Plaintiff,

v.

LEE HAASCH
E5528 Highway 54
Algoma, WI 54201,

GUY HAASCH
413 Highview Court
Algoma, WI 54201,

MICHAEL YUNK
N8094 Cedar Road
Algoma, WI 54201,

MARK YUNK
N7987 County Road P
Algoma, WI 54201,

PIER 42 MARINA, LLC
70 Church Street
Algoma, WI 54201,

F&M BANK-WISCONSIN
208 Steele Street
Algoma, WI 54201,

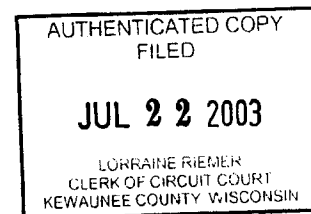
STATE OF WISCONSIN

Defendants.

FINAL JUDGMENT

Case No.: 03-CV-52

Classification Code: 30404



This Court having entered its judgment in the above-entitled matter on July 10, 2003, providing for the strict foreclosure of a Land Contract by and between Plaintiff, as vendor, and Defendants, Lee Haasch, Guy Haasch, Michael Yunk, Mark Yunk, d/b/a Pier 42 Marina LLC, as purchasers, providing that the Defendants shall have until July 18, 2003, to pay the Clerk of this



Court the amount due under said Land Contract;

That the Court having been further advised that no payment has been received by the Clerk of Court as appears by the Affidavit of Non-Redemption on file herein;

That the judgment affects the real estate known and described as follows:

A tract of land located in Government Lot Three (3), Section Twenty-Six (26), Township Twenty-Five (25) North, Range Twenty-Five (25) East, City of Algoma and described as follows:

Commencing at the Southwest corner of Government Lot Two (2) of Section Twenty-Six (26), Township Twenty-Five (25) North, Range Twenty-Five (25) East, thence South along the west line of said Government Lot Two (2) extended 160 feet to the south line of Michigan Street extended said point being the point of real beginning, thence South 88°25'20" East along the said south line of Michigan Street 387.00 feet, thence South 36°00' East 164.00 feet more or less to the waters edge of Lake Michigan, thence Southerly along the said waters edge of Lake Michigan to the North Pier of the City of Algoma, thence run Northwesterly along the said North Pier and the Algoma Marine bulkheads to the point on the said bulkheads that is south of the point of real beginning, thence North 64.15 feet to the point of real beginning.

and

A tract of land located partly in Lots 13 and 14 of the Subdivision of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) and partly in Government Lot Three (3), all in Section Twenty-Six (26), Township Twenty-Five (25) North, Range Twenty-Five (25) East, City of Algoma and described as follows:

Commencing at the Southeast corner of the said Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) which is marked by an iron pin, thence South along the east line of the said Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) extended 160 feet to the south line of Michigan Street extended West said point being the point of real beginning, thence continue South along the said east line of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) extended 66.15 feet to an existing iron pin, thence North 58°49'40" West 406.44 feet, thence North 29°08'45" East 123.38 feet; thence South 76°20' East 63.68 feet, thence North 05°04' East 51.00 feet to the south line of North Water Street, thence South 85°05' East along the south line of North Water Street 97.00 feet, thence South 100.00 feet, thence South 85°05' East 100.00 feet to the west line of Church Street, thence South along the west line of Church Street 170.85 feet to the south line of Michigan



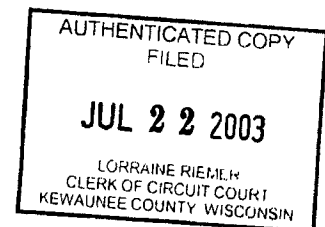
Street extended, thence east along the south line of Michigan Street extended 25.00 feet to the point of real beginning.

NOW, THEREFORE, the original judgment entered by this Court on July 10, 2003 be and the same hereby is confirmed in all respects; that any and all right, title and interest of Defendants, and each of them in the original Land Contract between Plaintiff and said Defendants, and any parties claiming under them, shall cease to exist and shall be and hereby are forever barred.

Dated: July 22, 2003.

BY THE COURT:

s/ Dennis J. Mleziva
Dennis J. Mleziva, Circuit Judge



365469
DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR A L TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

RECORDS
VOL 342 PAGE 3

RECEIVED FOR RECORD
'00 JAN 6 PM 2 19

MARILYN G. MUELLER
REGISTER OF DEEDS
KEWAUNEE COUNTY, WIS.
8d1200

Contract, by and between Merlin A. Hill

(Vendor",
whether one or more) and Lee Haasch, Guy Haasch, Michael
Yunk, Mar" Yunk - d/b/a Pier 42 Marina, LLC

(Purchaser", whether one or more).
Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance
of this contract by Purchaser, the following property, together with the rents, profits,
fixtures and other appurtenant interests (all called the "Property"), in
Kewaunee County, State of Wisconsin:

Legal Description on Exhibit A Attached.

Commonly known as: Pier 42 Marina, 70 Church Street,
Algoma, Wisconsin, including sheds, storage facilities,
bar and restaurant fixtures and equipment, supplies,
operating inventories which may be on hand as of the
date of closing, Travelift, 16 docks, tractor, forklift,
and all woodworking equipment.

Purchaser agrees to maintain the Algoma liquor license
at the Property in the name of Purchaser as agent for
Merlin Hill until the purchase price has been fully paid. Purchaser agrees to
indemnify and hold Vendor harmless from any and all cost, liability or expense
(including reasonable attorney's fees) resulting out of Purchaser's dispensing of
alcoholic beverages at the Property. Upon payment by Vendor to Purchaser of the entire
balance due under the Land Contract, Vendor agrees to arrange to have executed any
documents requested by Purchaser to release any interests in the liquor license.

This is not homestead property.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at Algoma, Wisconsin
the sum of \$ 625,000.00 in the following manner: (a) \$ 25,000.00
at the execution of this Contract; and (b) the balance of \$ 600,000.00, together with interest from date
hereof on the balance outstanding from time to time at the rate of 8.65 percent per annum until paid in full, as follows:

Sixty monthly payments paid on the first of each succeeding month beginning
June 1, 1998.

TRANSFER
FEE 1875.00

WHZ EX CODE W-7

Provided, however, the entire outstanding balance shall be paid in full on or before the 30th day of April
~~XXXX~~ (the maturity date). 2003.

Following any default in payment, interest shall accrue at the rate of 18 % per annum on the entire amount in default (which shall
include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special
assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these
obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow
fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid
without premium or fee upon principal at any time ~~XX~~
~~XX~~

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of
principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that
said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be
continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination ~~XXXXXX~~

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until
the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on May 1st, 1998.

* Cross Out One.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$Replacement value* ~~_____~~. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: standard title exceptions; covenants, conditions and restrictions of record; public rights and easements. Vendor also agrees upon full payment of the purchase price, to deliver to Purchaser a bill of sale for the Travelift, 16 docks, tractor, forklift, and woodworking equipment. Allocation of property values to be determined by Vendor's Accountant. *Determined by Vendor on each anniversary date.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of _____ days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of _____ days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full ~~_____~~ or the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 30th day of April, 1998

Merlin A. Hill (SEAL)
 * Merlin A. Hill
 _____ (SEAL)
 *

Pier 42 Marina, LLC
Lee Haasch (SEAL)
 * Lee Haasch, Member
Michael Yunk (SEAL)
 * Michael Yunk, Member
Mark Yunk (SEAL)
 * Mark Yunk, Member

AUTHENTICATION

Signature(s) _____
 authenticated this _____ day of _____, 19____
 * _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Merlin A. Hill
 (Signatures may be authenticated or acknowledged. Both are not necessary.)

* Names of persons signing in any capacity should be typed or printed below their signatures.
 LAND CONTRACT - Individual and Corporate - State Bar of Wisconsin, Form No. 11 - 1982

ACKNOWLEDGMENT

State of Wisconsin, } ss.
Kewaunee County, }
 Personally came before me this 30th day of April, 1998, the above named
Merlin A. Hill
Michael Yunk
Mark Yunk
 to me known to be the person(s) who executed the foregoing instrument and acknowledged the same to be his/their act and deed.
George F. Miller
 Notary Public, _____ County, Wis.
 My commission is permanent. (If not, state expiration date: _____, 19____.)

EXHIBIT A

TO REAL ESTATE CONTRACT DATED April 30, 1998
BETWEEN MERLIN A. HILL AND LEE HAASCH,
MICHAEL YUNK, GUY HAASCH, AND MARK YUNK.

Known as: Algoma Marine Office and Bait Shop
AC-6, GL3-26

A Tract of land located in Gov't Lot 3,
Section 26, T. 25 N., R. 25 E., City of
Algoma and described as follows:

Commencing at the SW corner of Gov't Lot 2 of Section 26, T. 25 N., R. 25 E., thence South along the west line of said Gov't Lot 2 extended 160 feet to the south line of Michigan Street extended said point being the point of real beginning, thence S 88°25'20" E along the said south line of Michigan Street 387.00 feet, thence S 36°00' E 164.00 feet more or less to the waters edge of Lake Michigan, thence Southerly along the said waters edge of Lake Michigan to the North Pier of the City of Algoma, thence run Northwesterly along the said North Pier and the Algoma Marine bulkheads to the point on the said bulkheads that is south of the point of real beginning, thence North 64.15 feet to the point of real beginning.

and

Known as: Algoma Marine
AC-41.1, AC-5

A tract of land located partly in Lots 13 and 14 of the Subdivision of the SW 1/4 of the NW 1/4 and partly in Gov't Lot 3, all in Section 26, T. 25 N., R. 25 E., City of Algoma and described as follows:

Commencing at the SE corner of the said SW 1/4 of the NW 1/4 which is marked by an iron pin, thence South along the east line of the said SW 1/4 of the NW 1/4 extended 160 feet to the south line of Michigan Street extended West said point being the point of real beginning, thence continue South along the

9999906507/P1

EXHIBIT A

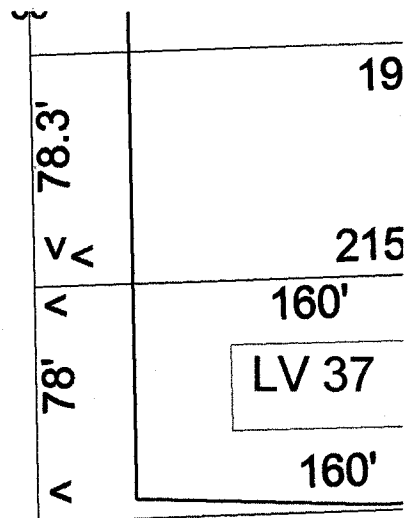
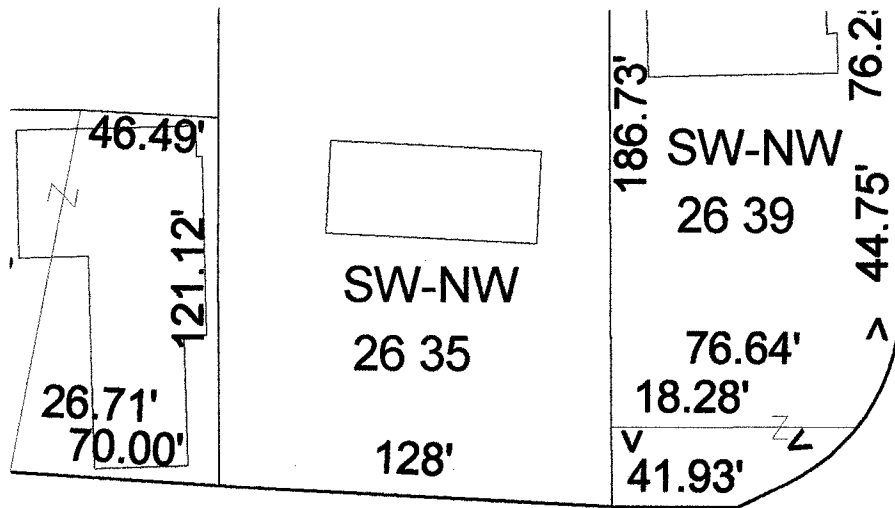
TO REAL ESTATE CONTRACT DATED April 30, 1998

BETWEEN MERLIN A. HILL AND LEE HAASCH,
MICHAEL YUNK, GUY HAASCH, AND MARK YUNK.

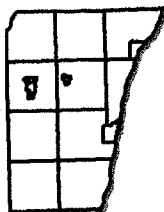
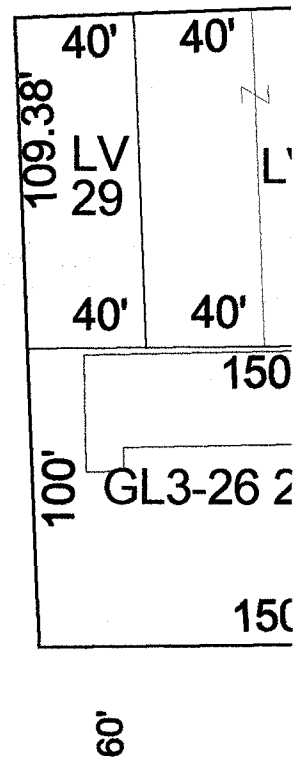
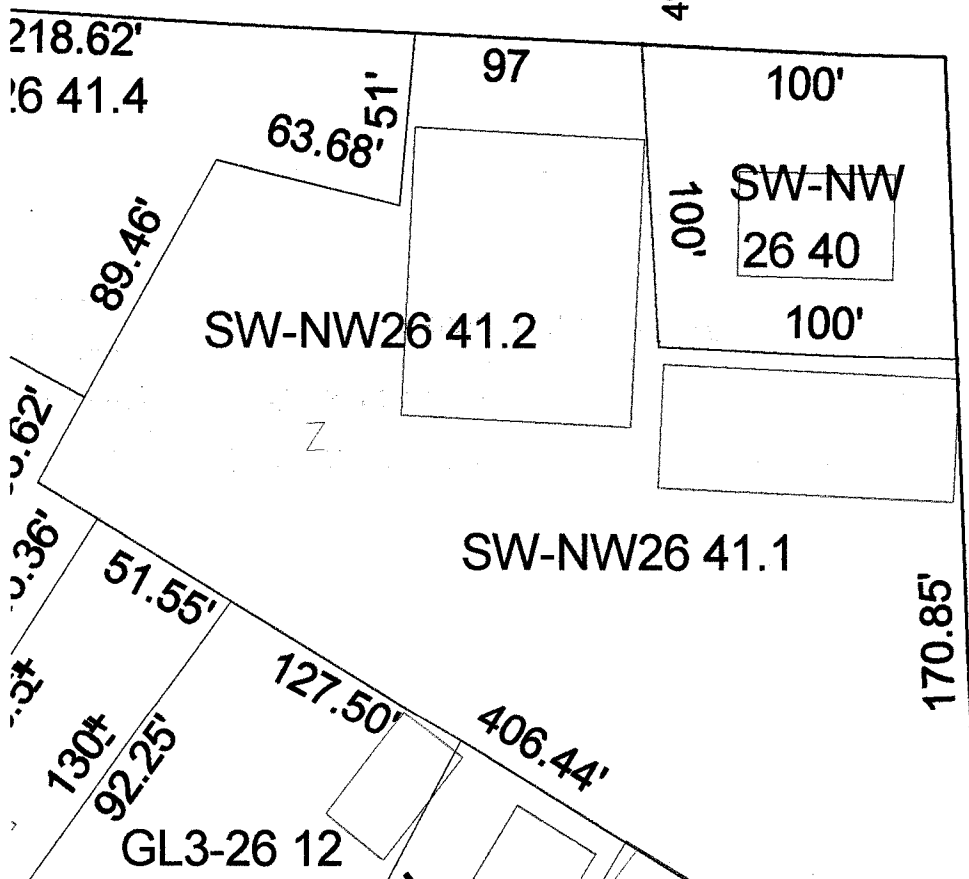
said east line of the SW 1/4 of the NW 1/4 extended 66.15 feet to an existing iron pin, thence N 58°49'40" W 406.44 feet, thence N 29°08'45" E 123.38 feet, thence S 76°20' E 63.68 feet, thence N 05°04' E 51.00 feet to the south line of North Water Street, thence S 85°05' E along the south line of North Water Street 97.00 feet, thence South 100.00 feet, thence S 85°05' E 100.00 feet to the west line of Church Street, thence South along the west line of Church Street 170.85 feet to the south line of Michigan Street extended, thence east along the south line of Michigan Street extended 25.00 feet to the point of real beginning.

Said tract contains 59,502 square feet of land.

9999906507/P1



NORTH



Kewaunee County Parcel Map

Kewaunee County Land Information Office
613 Dodge St.
Kewaunee, WI 54216

LEGEND

— Buildings
— Right of Way



THIS MAP IS NEITHER A LEGALLY RECORDED MAP OR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE.
THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION, AND DATA USED FOR REFERENCE PURPOSES ONLY.

Algoma, Wisconsin, United States

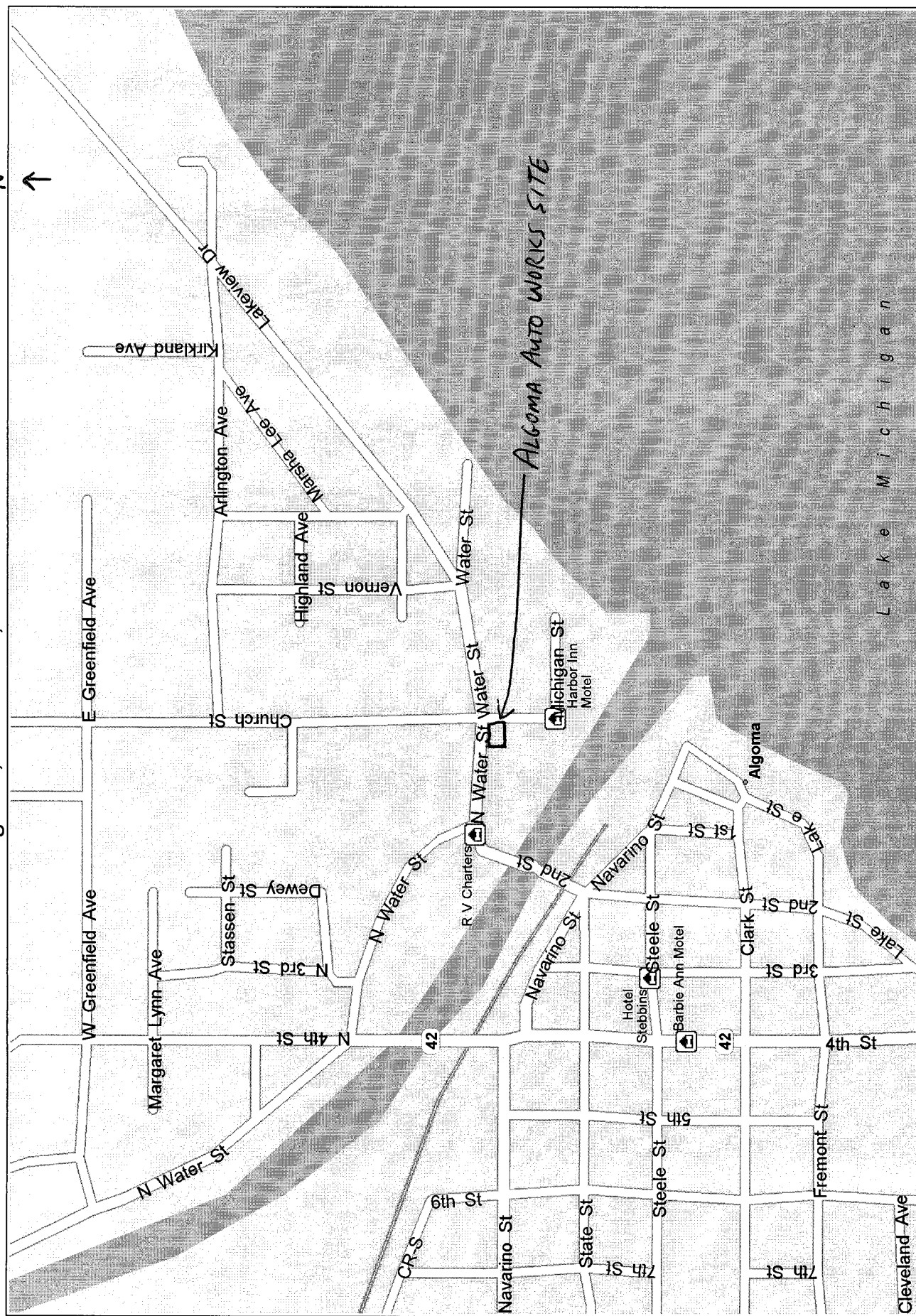
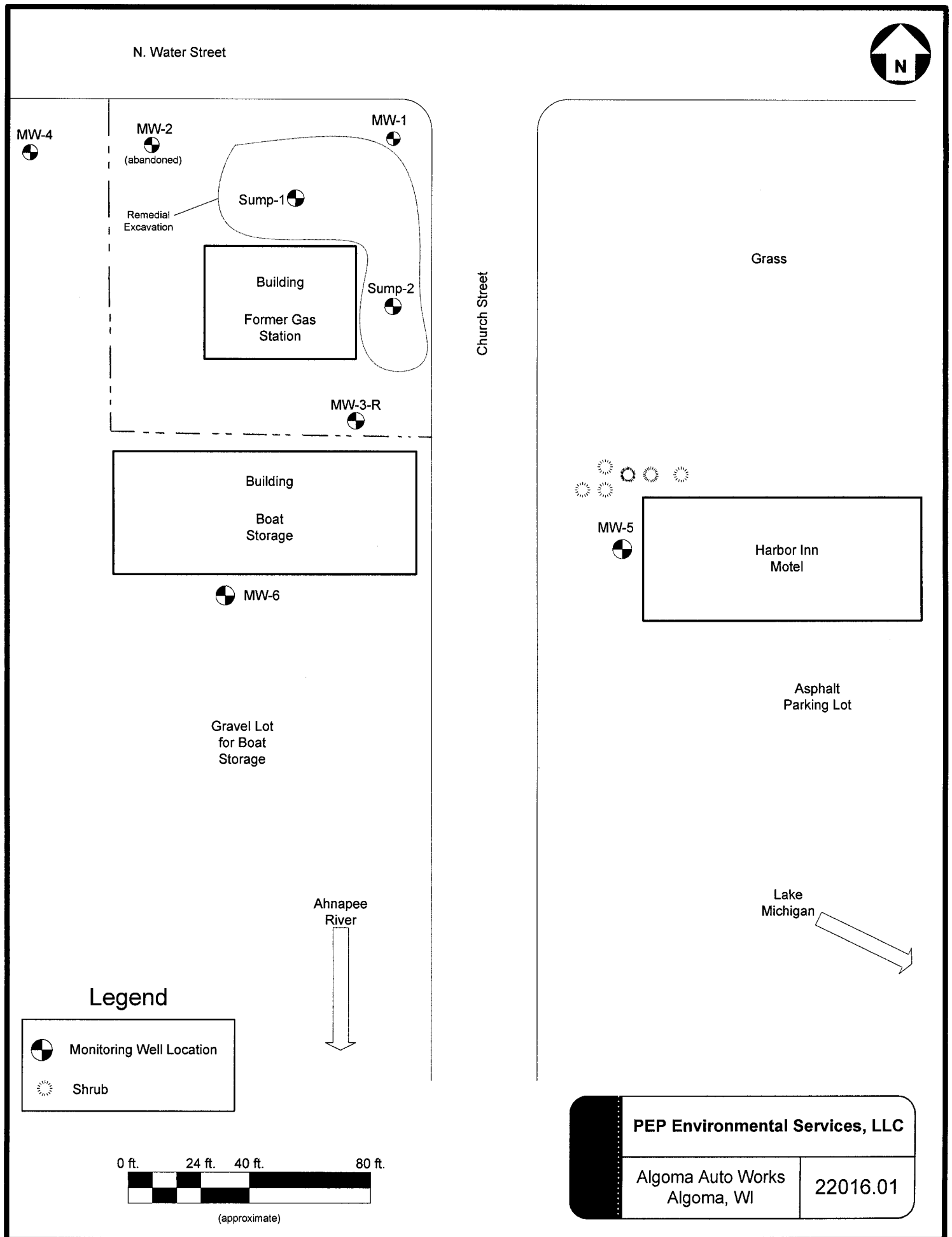


Figure 1 - Site Features and Monitoring Well Locations



| TABLE 1 ANALYTICAL RESULTS - GROUNDWATER ALGOMA AUTO WORKS 100 N. WATER STREET, ALGOMA, WISCONSIN | | | | | | | | | | | | | | | | |
|--|-----------|------------|----------|-----------|------------|------------|----------|-----------|-----------|------------|------------|----------|-------------------------------|------|--------|-------|
| Sample Name | MW-1 | | | | MW-3 | | | | MW-4 | | | | NR 140 Remedial Action Limits | | | |
| | MW-1 | MW-1 | MW-1 | MW-1 | MW-3-R | MW-3-R | MW-3-R | MW-3-R | MW-3-R | MW-4 | MW-4 | MW-4 | MW-4 | MW-4 | ES | PAL |
| Date | 7/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | 10/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | 7/15/2002 | 10/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | | | |
| GROs (ppb) | < 50 | < 50 | < 50 | < 50 | 834 | 1,820 | 572 | 326 | < 50 | < 50 | < 50 | < 50 | < 50 | | | |
| Dissolved Lead (ppb) | < 5 | NA | NA | NA | < 5 | NA | NA | NA | < 5 | < 5 | NA | | | | 15 | 1.5 |
| PVOCs (ppb) | | | | | | | | | | | | | | | | |
| Benzene | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 75.1 | 255 | 50.3 | 63.1 | < 0.5 | < 0.5 | < 0.5 | | < 0.5 | | 5 | 0.5 |
| Ethylbenzene | < 0.5 | 0.66 | < 0.5 | < 0.5 | 30 | 135 | 31.1 | 11.3 | < 0.5 | < 0.5 | < 0.5 | | < 0.5 | | 700 | 140 |
| MTBE | < 0.2 | < 0.2 | < 0.2 | < 0.2 | 1.02 | < 2 | < 0.2 | 3.41 | < 0.2 | < 0.2 | < 0.2 | | < 0.2 | | 60 | 12 |
| Toluene | < 0.5 | 1.31 | < 0.5 | < 0.5 | 6.26 | 8.27 | 2.44 | 1.9 | < 0.5 | < 0.5 | < 0.5 | | < 0.5 | | 1,000 | 200 |
| 1,2,4-Trimethylbenzene | < 1.0 | < 1.0 | < 1.0 | < 1.0 | 36.5 | 51.9 | 32.3 | 5.88 | < 1.0 | < 1.0 | < 1.0 | | < 1.0 | | 480 | 96 |
| 1,3,5-Trimethylbenzene | < 1.0 | 2.15 | < 1.0 | < 1.0 | 12.3 | 22.2 | 2.15 | 1.59 | < 1.0 | < 1.0 | < 1.0 | | < 1.0 | | 10,000 | 1,000 |
| Xylene (total) | < 0.5 | 0.70 | < 0.5 | < 0.5 | 171 | 182 | 76 | 28.9 | < 0.5 | < 0.5 | < 0.5 | | < 0.5 | | | |
| DO (ppm) | 0.30 | 0.22 | 7.76 | 6.65 | 0.70 | 0.17 | 0.19 | 0.55 | 2.15 | 2.65 | 2.65 | | 6.40 | | | |
| Temperature (C) | 10.8 | 13.4 | 9.5 | 5.5 | 14.0 | 10.8 | 8.8 | 5.4 | 13.7 | 12.7 | 12.7 | | 3.8 | | | |
| Top of Casing Elevation | 106.90 | 106.90 | 106.90 | 106.90 | 107.07 | 107.07 | 107.07 | 107.07 | 101.14 | 101.14 | 101.14 | 101.14 | 101.14 | | | |
| Groundwater to Top of Casing | 11.53 | 11.96 | 12.36 | 11.19 | 12.59 | 13.30 | 14.61 | 12.49 | 8.04 | 8.27 | 8.27 | DRY | 5.90 | | | |
| Relative Groundwater Elevation | 95.37 | 94.94 | 94.54 | 95.71 | 94.48 | 93.77 | 92.46 | 94.58 | 93.10 | 92.87 | 92.87 | | 95.24 | | | |

ND = not detected

NS = no standards

MTBE = methyl-tert-butyl-ether

Bolded values indicate concentrations above ES.

Underlined values indicate concentrations above PAL.

NA = Not Analyzed

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| TABLE 1 ANALYTICAL RESULTS - GROUNDWATER ALGOMA AUTO WORKS 100 N. WATER STREET, ALGOMA, WISCONSIN | | | | | | | | | | | | |
|--|-----------|------------|----------|-----------|-----------|------------|----------|-----------|-----------|------------|-------------------------------|-------|
| Sample Name | MW-5 | | | | | MW-6 | | | | | NR 140 Remedial Action Limits | |
| Sample Location | MW-5 | MW-5 | MW-5 | MW-5 | MW-5 | MW-6 | MW-6 | MW-6 | MW-6 | MW-6 | | |
| Date | 7/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | 7/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | 7/15/2002 | 10/15/2002 | ES | PAL |
| GROs (ppb) | < 50 | < 50 | < 50 | < 50 | < 50 | < 50 | < 50 | < 50 | < 50 | < 50 | 15 | 1.5 |
| Dissolved Lead (ppb) | < 5 | NA | NA | NA | NA | < 5 | NA | NA | NA | NA | | |
| PVOCs (ppb) | | | | | | | | | | | | |
| Benzene | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 5 | 0.5 |
| Ethylbenzene | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 700 | 140 |
| MTBE | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | < 0.2 | 60 | 12 |
| Toluene | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 0.825 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 1,000 | 200 |
| 1,2,4-Trimethylbenzene | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | 480 | 96 |
| 1,3,5-Trimethylbenzene | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | < 1.0 | 10,000 | 1,000 |
| Xylene (total) | < 0.5 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | 0.661 | < 0.5 | < 0.5 | < 0.5 | < 0.5 | | |
| DO (ppm) | 0.25 | 0.22 | 0.35 | 0.72 | 0.72 | 0.31 | 0.20 | 7.70 | 0.45 | 0.45 | | |
| Temperature (C) | 9.8 | 11.4 | 9.6 | 6.0 | 6.0 | 9.5 | 11.0 | 6.9 | 4.6 | 4.6 | | |
| Top of Casing Elevation | 105.06 | 105.06 | 105.06 | 105.06 | 105.06 | 98.94 | 98.94 | 98.94 | 98.94 | 98.94 | | |
| Groundwater to Top of Casing | 10.77 | 11.60 | 12.87 | 10.87 | 10.87 | 6.06 | 5.89 | 7.60 | 5.32 | 5.32 | | |
| Relative Groundwater Elevation | 94.29 | 93.46 | 92.19 | 94.19 | 94.19 | 92.88 | 93.05 | 91.34 | 93.62 | 93.62 | | |

ND = not detected

NS = no standards

MTBE = methyl-tert-butyl-ether

Bolded values indicate concentrations above ES.

Underlined values indicate concentrations above PAL.

NA = Not Analyzed

| <p style="text-align: center;">TABLE 1 ANALYTICAL RESULTS - GROUNDWATER ALGOMA AUTO WORKS 100 N. WATER STREET, ALGOMA, WISCONSIN</p> | | | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-----------|------------|-------------|--------------|--------|--------|-------------------------------|-------|
| Sample Name | SUMP-1 | | | | | SUMP-2 | | | | | NR 140 Remedial Action Limits | |
| | Sump-1 | Sump-1 | Sump-1 | Sump-1 | Sump-1 | Sump-2 | Sump-2 | Sump-2 | Sump-2 | Sump-2 | ES | PAL |
| Sample Location | | | | | | | | | | | | |
| Date | 7/15/2002 | 10/15/2002 | 1/2/2003 | 4/26/2003 | 7/15/2003 | 10/15/2002 | 1/2/2003 | 4/26/2003 | | | | |
| GROs (ppb) | 4,350 | 3,230 | 597 | 166 | NA | < 50 | 158 | < 50 | | | | |
| Dissolved Lead (ppb) | < 5 | NA | NA | NA | NA | < 5 | NA | NA | | | 15 | 1.5 |
| PVOCs (ppb) | | | | | | | | | | | | |
| Benzene | 56.4 | 63.6 | 9.81 | 2.69 | | < 0.5 | 31.9 | 0.643 | | | 5 | 0.5 |
| Ethylbenzene | 89.2 | 218 | 19.9 | 1.12 | | < 0.5 | 6.98 | 0.672 | | | 700 | 140 |
| MTBE | < 2.0 | 4.82 | < 0.2 | 0.492 | | < 0.2 | < 0.2 | 0.265 | | | 60 | 12 |
| Toluene | 5.45 | < 10 | < 0.5 | < 0.5 | | < 0.5 | < 0.5 | 0.528 | | | 1,000 | 200 |
| 1,2,4-Trimethylbenzene | 602 | 660 | 92.2 | 10.7 | | < 1.0 | 21.6 | < 1.0 | | | 480 | 96 |
| 1,3,5-Trimethylbenzene | 279 | 324 | < 1.0 | 1.03 | | < 1.0 | 4.76 | 1.17 | | | 10,000 | 1,000 |
| Xylene (total) | 752 | 1,840 | 31 | 1.67 | | 1.67 | 21.2 | 0.815 | | | | |
| DO (ppm) | 0.25 | 0.18 | 0.34 | 0.40 | | 1.25 | 0.29 | 0.20 | | | | |
| Temperature (C) | 10.2 | 12.4 | 7.8 | 4.3 | | 10.1 | 8.5 | 12.7 | | | | |
| Top of Casing Elevation | 104.10 | 104.10 | 104.10 | 104.10 | | 103.99 | 103.99 | 103.99 | | | | |
| Groundwater to Top of Casing | 8.20 | 9.04 | 9.92 | 7.55 | | 7.97 | 10.58 | 8.83 | | | | |
| Relative Groundwater Elevation | 95.90 | 95.06 | 94.18 | 96.55 | | 96.02 | 93.41 | 95.16 | | | | |

ND = not detected

NS = no standards

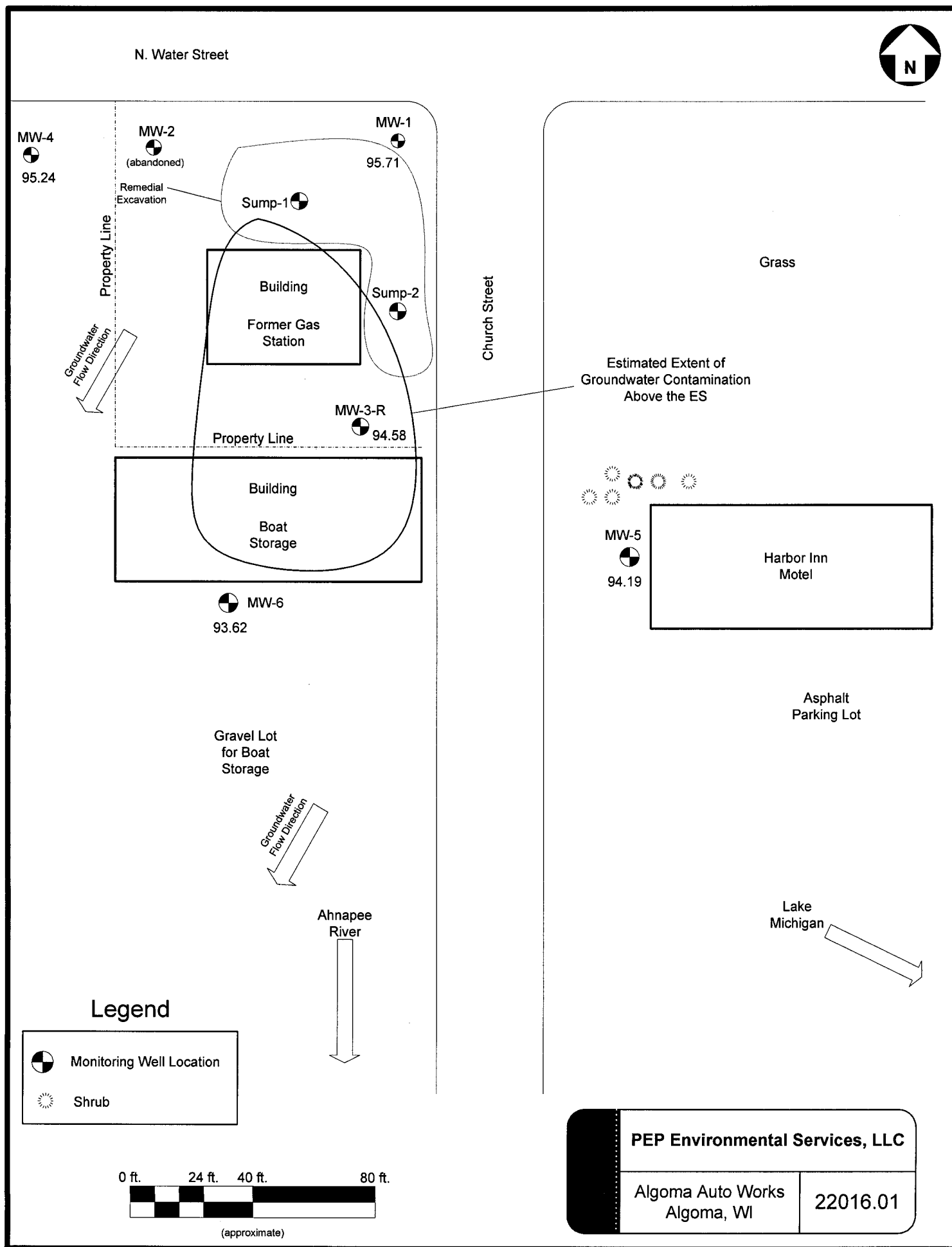
MTBE = methyl-tert-butyl-ether

Bolded values indicate concentrations above ES.

Underlined values indicate concentrations above PAL.

NA = Not Analyzed

Figure 2 - Groundwater Elevations, 4/26/2003





TO: Robert Klauk
Pete Pavaliko

I Santiago J de Armas hereby certify
That The legal descriptions I have
provided for my property AT 100 N-WATER
AND OF PIER 42 MARINA 70 church ST
TO THE BEST OF MY KNOWLEDGE ARE TRUE
AND ACCURATE.

A handwritten signature in black ink. The signature is highly stylized, featuring a large, loopy 'S' at the beginning, followed by several horizontal strokes and a final loop. The signature is written over a horizontal line.

SANTIAGO J. de ARMAS

PEP Environmental Services, LLC

August 9, 2003

RECEIVED

AUG 12 2003

ERS DIVISION
OSHKOSH

Mr. Merlin Hill
N8679 Carnot Drive
Algoma, WI 54201

Re: Algoma Auto Works LUST site, 100 N. Water Street, Algoma, Wisconsin.
WDCOM # 54201-1147-00 and WDNR BRRTS # 03-31-000491.
PEP Project No. 22016.01.

Dear Mr. Hill:

The purpose of this letter is to inform you that petroleum contamination from the former Algoma Auto Works property, located at 100 N. Water Street, has migrated via groundwater, onto the boat storage yard located at 70 Church Street (see the enclosed Figure).

Petroleum contaminated soil was removed from the Algoma Auto Works property in the mid-1990s. Although the contaminated soil was removed, petroleum contaminants migrated vertically and affected the shallow groundwater on the Algoma Auto Works property. Because groundwater flow is to the south (toward the boat storage yard), we believe some of the contaminants have moved with the groundwater onto the boat storage yard property. A monitoring well on the boat storage property, identified as MW-6 on the attached figure, has not contained any contaminants during the last two sampling events. However, we believe it is likely that the concentration of benzene in groundwater is above the Wisconsin Administrative Code Chapter NR 140 enforcement Standard of 5 ppb in groundwater below the building just south of the Algoma Auto Works property.

You are not required to take any action due to this situation. The purpose of the letter is simply to inform you of this condition.

If you have any questions, please call me at 414-801-1730.

Sincerely,



Pete Pavalko, CHMM
Environmental Scientist

Cc: Mr. Santiago Dearmas, 1725 N. Ridgeway Avenue, Chicago, IL 60647
✓ Mr. Robert Klauk, WDCOM, 2129 Jackson Street, Oshkosh, WI 54901-1805

PEP Environmental Services, LLC

7147 Cedar Sauk Road, Saukville, WI 53080-2452

Phone: 414-801-1730 Fax: 262-675-2062 Email: pepenviro@core.com

Figure 2 - Groundwater Elevations, 4/26/2003

